

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L

The following provisions are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in Federal Acquisition Regulation (FAR) provision 52.252-1, *Solicitation Provisions Incorporated by Reference*, of this solicitation.

PROVISION

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION -- ALTERNATE I (OCT 1997)	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

(End of Provision)

L.2 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997) -- ALTERNATE IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: See Provision L.22, Volume III: Price Proposal Instructions.
- (c) Submit the cost portion of the proposal via the following electronic media: See Provision L.22, Volume III: Price Proposal Instructions.

(End of Provision)

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

- (a) The Government contemplates award of the following type of contract from this solicitation:

A single, firm-fixed-price IDIQ contract with pricing and ordering provisions that permit:

- (1) ordering services that are clearly defined, predictable, measureable, and transactional in nature, are identified on the "Transactional Services" worksheets

contained in Attachment J-14, *Contract Line Items*, and will be ordered on a per transaction basis in accordance with the procedures stipulated in Clause B.5, *Ordering Procedures for Transactional and Level-of-Effort Services*, utilizing the firm fixed price rates contained in Attachment J-13, *Labor and Transaction Rates*.

- (2) those services that may have some transactional characteristics but overall are less defined and predictable due to the variety of tasks associated with the service, are identified on the “LOE Services” worksheets in Attachment J-14, *Contract Line Items*, and will be ordered on a level of effort basis in accordance with the procedures stipulated in Clause B.5, *Ordering Procedures for Transactional and Level-of-Effort Services*, utilizing the fully burdened, firm fixed price labor rates and labor categories contained in Attachment J-13, *Labor and Transaction Rates*.

(End of Provision)

L.4 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be

employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA Shared Services Center
Attn: Charles C. Bridges, Contracting Officer
Procurement Office
Bldg. 1111
SEB Office: Bldg. 1100, Room 11164
Stennis Space Center, MS 39529-6000

E-mail: NSSC-Nex-Gen@mail.nasa.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.6 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (Oct 1997)

- (a) Definitions. As used in this provision—
- (b) “Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

- (c) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (d) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (e) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (f) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of Provision)

L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

- (a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Provision)

L.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

- (b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

L.9 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DEC 1988)

- (a) An Industry Day event was held:

Date: May 15, 2014

Time: 8:00 a.m. - 4:30 p.m. (Central Time)

Location: Stennisphere Auditorium, Stennis Space Center, MS

- (b) No additional Industry Day event is planned at this time.

(End of Provision)

L.10 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

- (a) A detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices) will only be required from the successful Offeror and will be due 30 days after notification of selection by the Government. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor

employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

- (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of Provision)

L.11 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED, OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA(JUNE 2013)(DEVIATION)

- (a) Definitions –
 - “**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.
 - “**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.
 - “**Information Technology (IT) System**” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—
 - (i) Systems acquired by a contractor incidental to a contract;
 - (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
 - (iii) Services in support of IT systems, such as help desk services; or
 - (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

- (b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China. By submitting an offer in response to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.
- (c) *Representation.* The Offeror represents that any information technology system offered, except those listed in paragraph (d) of this provision, is not produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China.
- (d) Information technology system(s) produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China:

ITEM	VENDOR/MANUFACTURER’S COMPANY NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

[List as necessary]

- (e) The Contracting Officer will provide the list referenced in paragraph (d) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved may be provided under the contract. The Contracting Officer will advise the Offeror if any items are not approved and may provide the Offeror an opportunity to revise its proposal.

(End of Provision)

L. 12 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MARCH 1994)

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered

professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination. \
- (d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of Provision)

L.13 1852.233-70 PROTESTS TO NASA (OCT 2002)

- (a) Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of Provision)

L.14 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of

Available Government Property.

- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.
- (e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,
- (g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.
- (h) Existing Government property is listed in Attachment-J 24, *Government Furnished Property*.

(End of Provision)

L.15 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) By submission of its proposal, the Offeror warrants that to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an actual or potential Organizational Conflict of Interest (OCI), as described in the Federal Acquisition Regulation (FAR) Subparts 2.101 and 9.5, or that the Contractor has disclosed all such relevant information in writing to the Contracting Officer.

- (b) Organizational conflicts of interest. An OCI means that because of existing or planned activities, a Contractor or Offeror is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the Contractor's objectivity is, or might be, impaired. The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive.
- (1) Unequal access to information. Access to "nonpublic information" as part of the performance of a NASA contract could provide the Contractor a competitive advantage in a later competition for another NASA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the NASA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable OCI plan.
 - (2) Biased ground rules. A contractor in the course of performance of a NASA contract, has in some fashion established important "ground rules" for another NASA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future NASA procurement. NASA's primary concern in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the NASA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable OCI plan.
 - (3) Impaired objectivity. A contractor in the course of performance of a NASA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to NASA could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" or "firewall" of lines of communication may be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the NASA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide an OCI plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.
- (c) NASA's policy is to avoid contracting with Offerors that have unacceptable OCI. It is not NASA's intention to preclude an Offeror from a competitive acquisition due to a perceived OCI. NASA is committed to working with Offerors to resolve actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of NASA, or the legitimate business interests of the contractor community.

- (d) In accordance with FAR 9.504(a)(1), the Contracting Officer is required to identify whether an OCI exists as early in the acquisition process as possible. At the time of proposal submission, the Government and/or the Offeror will either:
- (1) Be aware that the Offeror has an organizational conflict of interest that could impact contract performance; or
 - (2) Not be aware of any organizational conflict of interest that could impact contract performance.
 - (3) The Government has determined that an OCI exists due to unequal access to information. In this case, the Offeror is required to submit with its proposal a comprehensive OCI Plan, to include specific measures to mitigate the conflict. The Government must approve this plan prior to contract award. This OCI Plan will be incorporated into the contract at the time of award. If (d)(2) above applies, the Offeror will be required to submit with its proposal a preliminary analysis of any possible OCI that might result from the award of this contract. If (d)(2) above applies, within 30 days after contract award, the Contractor shall submit for NASA's approval a comprehensive OCI Plan. If the preliminary analysis reveals the existence of an OCI, then the Offeror is required to submit an OCI Plan that must be approved by the Government prior to award.
- (e) The Offeror's attention is directed to Clause H.2, *Limitation of Future Contracting*, which may be contained in any current or completed NASA contract(s). This clause prohibits the prime contractor or subcontractor from providing certain supplies or services to the Government as described above during the period of the current contract(s) or for a period after completion of the contract(s). Notwithstanding the existence or nonexistence of a Limitation of Future Contracting clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of a Limitation of Future Contracting clause.
- (f) If any such OCI is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to avoid, neutralize, mitigate, resolve or waive such conflict in the awarded contract. After information exchanges with the Offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.

(End of Provision)

L.16 PROPOSAL MARKING AND DELIVERY INSTRUCTIONS

- (a) Methods of Proposal Delivery: Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated in Provision L.19, *Proposal Preparation Instructions (General)*, Table L-2, *Proposal Due Date and Time*.

- (b) External Marking of Proposal Package(s): All proposal packages must be closed, sealed, and marked in large letters “PROPOSAL – DELIVER UNOPENED.” Proposal packages must include the solicitation number NNX14494502R, the Contracting Officer’s name and phone number: Charles C. Bridges, (228) 813-6250, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:
“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (*OFFEROR - ENTER DATE AND TIME*).”

- (c) Delivery Address: Proposals must be delivered to the address/location specified on the Standard Form 33 of the solicitation. Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

Commercial Delivery
NASA Shared Services Center
Bldg 1111
SEB Office: Bldg. 1100, Room 11164
ATTN: Charles Bridges/XD042
Stennis Space Center, MS 39529

Hand Delivery
NASA Shared Services Center
Bldg. 1100, Room 11164
ATTN: Charles Bridges/XD042
Stennis Space Center, MS 39529

Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one (1) day in advance of its proposal submission.

(End of Provision)

L.17 QUESTIONS REGARDING THIS SOLICITATION

- (a) Questions regarding this solicitation shall be submitted in writing to the Contracting Officer, Charles C. Bridges, at NSSC-Nex-Gen@mail.nasa.gov.
- (b) Questions or comments shall be submitted no later than 5 pm local time on August 22, 2014.

- (c) Questions shall not be directed to any NASA employee other than the Contracting Officer.

(End of Provision)

L.18 OFFER ACCEPTANCE PERIOD

- (a) Proposals submitted in response to this solicitation shall remain firm for at least 240 days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of Provision)

L.19 PROPOSAL PREPARATION INSTRUCTIONS (GENERAL)

- (a) Proposal Arrangement: In providing these instructions, the Government will solicit only the information necessary to permit a comprehensive evaluation of the Offeror's ability to perform the requirements of this procurement and to provide the Source Selection Authority (SSA) with a thorough assessment from which to make a source selection decision. The Offeror's proposal must:
- Demonstrate an understanding of the overall and specific requirements of the proposed contract;
 - Convey the Offeror's capabilities for transforming that understanding into accomplishment;
 - Provide, in detail, the plans and methods for doing so; and
 - Provide, as requested herein, the price associated with doing so.

The Offeror's proposal shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate an understanding of the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate for the Offeror to simply state that it understands and will comply with the specifications, or to paraphrase the specifications such as: "standard procedures will be employed to..." or "well-known techniques will be used for..." The proposal shall explain comprehensively how the Offeror proposes to perform the Performance Work Statement (PWS), as well as explain the techniques and procedures the Offeror proposes to implement.

In the event the Offeror proposes to involve other organizations in conducting this work, their relationships shall be explained, and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

**TABLE L-1
PROPOSAL ARRANGEMENT**

Volume	Section	Title	Evaluation Factor	Evaluation Subfactor	Page Limit	
I	TA-1	Shared Services Administration	Mission Suitability	Technical Approach	125 (Excluding the Property Management Plan, Employee Compensation Plan, OCI Plan, Small Business Subcontracting Plan, and Key Personnel Resumes)	
	TA-2	Financial Management Support Services				
	TA-3	Human Resources Support Services				
	TA-4	Procurement Support Services				
	TA-5	Information Technology Support Services				
	TA-6	Cross-cutting Support Services				
	TA-7	Enterprise Service Desk				
	MA-1	Management Structure		Management Approach		
	MA-2	Staffing				
	MA-3	Employee Compensation Plan				
	MA-4	Subcontractor Management/Structure				
	MA-5	Organizational Conflict of Interest				
	MA-6	Phase-in Plan				
	SB-1	Small Business Subcontracting		Small Business Approach		
	SB-2	Commitment to the Small Business Program		Small Business Approach		
	APP-1	Property Management Plan		Technical Approach		10
	APP-2	Employee Compensation Plan		Management Approach		None
	APP-3	OCI Plan				15
APP-4	Small Business Subcontracting Plan	Small Business Approach	None			
App-5	Key Personnel Resumes	Management Approach	9 pages per resume, including letter of intent			
II	N/A	Past Performance Information	Past Performance	N/A	30	
III	N/A	Pricing Information	Price	N/A	None	
IV	N/A	Model Contract	N/A	N/A	N/A	

The four volumes identified in Table L-1 shall be separately bound in appropriately sized three-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with the date of offer, volume number, title, copy number, RFP identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A suitable Table of Contents shall be provided with each volume for ready reference to sections, tables, and figures.

- (b) **Page Limitations and Formatting:** Page limitations for each volume of the proposal are specified in Table L-1 above. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations and lower case Roman numerals for title pages, tables of contents, and acronym lists. Offerors shall tab each section within each volume for ease of reference.

The Offeror shall include a cross-reference matrix that identifies how each section of its

proposal addresses the requirements set forth in the proposal preparation instructions contained in Section L of the RFP and the evaluation criteria contained in Section M. The title pages, Table of Contents, acronym lists, and cross-reference matrix are excluded from this page count limitation. Information that is not requested in this solicitation will be subject to the overall page count limitation. If an Offeror includes an Executive Summary, it will be included in the page count in the volume(s) for which page limitations apply. Likewise, any “attachments” that the Offeror places in its proposal will be included in the page count in the volume for which page limitations apply.

A page is defined as one side of a sheet, 8 ½” x 11”, with at least 1-inch margins on all sides, using Times New Roman font, not smaller than 11 point size, using single spacing, and in single column format. The font size for text within charts and graphs shall be proportional to the chart or graph. If the Offeror intends for the information within charts and graphs to be legible, single spacing shall be used and the font size shall be no smaller than 10 point. Foldouts count as an equivalent number of 8 ½”x 11” pages. The metric standard paper size most closely approximating the described standard 8 ½” x 11” size may also be used.

The Offeror shall not use glossy paper or other material that makes the proposal difficult to read.

If the Government requests final proposal revisions, the Government will specify separate page limitations for that revision.

If an Offeror submits proposal pages in excess of the limitations specified in this provision, such excess pages will not be evaluated by the Government and will be returned to the Offeror.

- (c) Proposal Due Date and Copies: Proposal due dates are specified in Table L-2 below. Please note that the due date for Volume II, *Past Performance* is earlier than the remainder of the proposal.

**TABLE L-2
PROPOSAL DUE DATE AND TIME**

Due Date	Vol.	Title	Time Due	Delivery Location	Paper Copies	Electronic Copies
Friday August 15, 2014	II	Past Performance	3:00 P.M. CDT	NSSC (See Provision L.16)	Original + 2 Copies	2
Thursday September 4, 2014	I	Mission Suitability	3:00 P.M. CDT	NSSC (See Provision L.16)	Original + 2 Copies	2
Thursday September 4, 2014	III	Price	3:00 P.M. CDT	NSSC (See Provision L.16)	Original + 2 Copies	2
Thursday September 4, 2014	IV	Signed Model Contract	3:00 P.M. CDT	NSSC (See Provision L.16)	Original + 2 Copies	2

The required number of copies of each volume shall be uniquely marked for documentation control on the cover as *Copy ____ of ____*. For example, the first copy of Volume I shall be marked as *Copy 1 of 3*, the second copy as *Copy 2 of 3*, etc.

Electronic copies of the proposal shall be submitted on CD-R. CD-Rs shall be organized in the same format as the hardcopy. All files shall be submitted in Microsoft Office Open XML file format, such as Microsoft Word, Excel, etc. Further, the Microsoft Excel Cost Model shall be submitted in Microsoft Excel, and not in a scanned Microsoft Word or Adobe PDF file. Each CD-ROM submitted shall be externally labeled indicating:

- The name of the Offeror;
- The name of the subcontractor, if applicable;
- The solicitation number; and
- An indication of the files or range of files contained on the CD-R.

If discrepancies are found between the CD-R and hard copy proposals, the information contained within the hardcopy proposal governs.

- (d) Period Covered by Procurement: This solicitation covers the contract periods listed below:

Base Period:	Oct 1, 2015 - Sep 30, 2017
Option No. 1:	Oct 1, 2017 - Sep 30, 2018
Option No. 2:	Oct 1, 2018 - Sep 30, 2019
Option No. 3:	Oct 1, 2019 - Sep 30, 2020
Award Term Option No. 1:	Oct 1, 2020 - Sep 30, 2021
Award Term Option No. 2:	Oct 1, 2021 - Sep 30, 2022
Award Term Option No. 3:	Oct 1, 2022 - Sep 30, 2023

Offerors shall submit firm-fixed price proposals for each year of the procurement. Detailed information on preparation of the price volume is contained in Provision L.22, *Volume III: Price Proposal Instructions*. The options identified above will be exercised only if the requirements of FAR 17.207(c) and NFS 1817.207(c)(2), *Exercise of Options*, have first been met. The Government is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

(End of Provision)

L.20 VOLUME I: MISSION SUITABILITY PROPOSAL INSTRUCTIONS

The Mission Suitability Volume shall be organized in fifteen sections as outlined in Table L-4. The information to be addressed in each section is identified in Paragraphs (a) – (n)(2) below.

TABLE L-3 MISSION SUITABILITY VOLUME ORGANIZATION	
Section	Title
TA-1	Shared Services Administration
TA-2	Financial Management Support Services
TA-3	Human Resources Support Services
TA-4	Procurement Support Services
TA-5	Information Technology (IT) Support Services
TA-6	Cross-cutting Support Services
TA-7	IT Support Services Enterprise Service Desk (ESD)
MA-1	Management Structure
MA-2	Staffing
MA-3	Employee Compensation Plan
MA-4	Subcontractor Management/Structure
MA-5	Organizational Conflict of Interest (OCI)
MA-6	Phase-in Plan
SB-1	Small Business Subcontracting
SB-2	Commitment to the Small Business Program

(a) TA-1 Shared Services Administration: The Offeror shall respond to the following:

(1) The Offeror shall describe its approach to providing the various shared services administration functions necessary for the effective support of NSSC services (PWS Section 2.0 - risk management, environment, records management, emergency preparedness, etc.). At a minimum, the offeror shall address:

- How will these Shared Services Administration functions be used to support and enhance the workplace environment and the services provided by the NSSC?

(2) The Offeror shall explain its approach to performance management as it relates to defined service level indicators and performance measures contained in Attachment J-3, *Performance Requirements Summary* of the solicitation. At a minimum, the Offeror shall address:

- How will performance management analysis be used to identify potential problem areas and improve overall performance?
- What methodologies will the Offeror use to ensure that performance is tracked and reported in an accurate and timely manner?

(3) The Offeror shall explain its approach to implementing a Quality Management System and DRD 2.10-1, *Quality Control Plan* that demonstrate a thorough understanding of quality management as it applies to the delivery of services. At a minimum, the Offeror shall address:

- How will quality management practices be incorporated into the provision of NSSC services?
- How will the documentation required for a successful quality management system be developed, maintained and updated for currency?
- What approach will the Offeror take to measure and analyze the quality of NSSC services?

(4) The Offeror shall describe its understanding of the importance of customer satisfaction; knowledge and incorporation of industry best practices; and analysis and statistical modeling of customer satisfaction data. At a minimum, the Offeror shall address:

- What methods will be used to instill a customer-focused approach to the provision of NSSC services?
- How will industry best practices be used to improve NSSC customer satisfaction?
- What methods of statistical analysis and modeling will be used to identify trends and how will these analyses be used to improve NSSC customer satisfaction?

(5) The Offeror shall explain its approach to an effective, comprehensive and innovative approach to continuous improvement. At a minimum, the Offeror shall address:

- What continuous improvement methodologies will be used to identify potential areas of improvement and how will they be implemented?
- How will the Offeror establish a culture of continuous improvement?

- In brief descriptions, what realistic, actionable, creative and innovative ideas does the Offeror have for improving the way the NSSC's services are currently provided? Ideas shall be clearly identified by service, shall include a description of any initial investment cost required, the expected return on investment and the impact on service price.
 - What will be the Offeror's approach as it relates to shared savings (NFS 1852.243-71) and opportunities to decrease rates and improve efficiency?
- (6) In its Property Management Plan, the Offeror shall describe its approach to effective and efficient Government property management and its understanding of Government property regulations and policies.
- (7) The Offeror shall describe its approach to assisting the Government in expanding NSSC services. At a minimum, the Offeror shall address:
- What methods will the Offeror employ to assist the Government in bringing additional services, clients and revenue to the NSSC?
 - How will the Offeror address innovative support and delivery options, minimizing Government investment costs and minimizing application and infrastructure support costs when bringing new services to the NSSC?
- (b) TA-2: Financial Management Support Services: The Offeror shall respond to the following:
- (1) The Offeror shall demonstrate its knowledge and capability to use the various systems required for providing NSSC Financial Management Services. At a minimum, the Offeror shall address:
- How does the Offeror's approach display an understanding of the systems used for Financial Management Services; the interrelationships, if any, between systems; and the functionality of the systems in supporting Financial Management Services delivery?
- (2) The Offeror shall demonstrate an effective understanding of the NSSC processes currently used to provide Financial Management Services and the technical capability to implement those processes. At a minimum, the Offeror shall address:
- What is the Offeror's understanding of and approach to implementing the NSSC's existing Financial Management Services processes?
 - How will the Offeror ensure that processes and procedures are well documented and updated as changes occur?

- If the Offeror is proposing different processes or variants to current processes, what are they, why are they necessary and how will they be implemented?
- (3) The Offeror shall show a depth of knowledge and understanding of applicable Government Financial Management regulations and policies. At a minimum, the offeror shall address:
- What procedures will the Offeror put in place to ensure that all Financial Management Services are provided in accordance with applicable regulations and policies?
 - How will the Offeror address changes in regulations or policies that impact processes or procedures used to provide Financial Management Services?
- (c) TA-3: Human Resource Support Services: The Offeror shall respond to the following:
- (1) The Offeror shall demonstrate its knowledge and capability to use the various systems required for providing NSSC Human Resource support services. At a minimum, the Offeror shall address:
- How does the Offeror's approach display an understanding of the systems used for Human Resource Services; the interrelationships, if any, between systems; and the functionality of the systems in supporting Human Resource Services delivery?
- (2) The Offeror shall demonstrate an effective understanding of the processes currently used to provide Human Resource support services and the technical capability to implement those processes. At a minimum, the Offeror shall address:
- What is the Offeror's understanding of and approach for implementing the NSSC's existing Human Resource Services processes?
 - How will the Offeror ensure that processes and procedures are well documented and updated as changes occur?
 - If the Offeror is proposing different processes or variants to current processes, what are they, why are they necessary and how will they be implemented?
- (3) The Offeror shall show a depth of knowledge and understanding of applicable Government Human Resource regulations and policies. At a minimum, the offeror shall address:
- What procedures will the Offeror put in place to ensure that all Human Resource Services are provided in accordance with applicable regulations and policies?
 - How will the Offeror address changes in regulations or policies that impact processes or procedures used to provide Human Resource Services?

(d) TA-4: Procurement Support Services: The Offeror shall respond to the following:

(1) The Offeror shall demonstrate its knowledge and capability to use the various systems required for providing NSSC Procurement support services. At a minimum, the Offeror shall address:

- How does the Offeror's approach display an understanding of the systems used for Procurement Services; the interrelationships, if any, between systems; and the functionality of the systems in supporting Procurement Services delivery?

(2) The Offeror shall demonstrate an effective understanding of the processes currently used to provide Procurement support services and the technical capability to implement those processes. At a minimum, the Offeror shall address:

- What is the Offeror's understanding of and approach for implementing the NSSC's existing Procurement Services processes?
- How will the Offeror ensure that processes and procedures are well documented and updated as changes occur?
- If the Offeror is proposing different processes or variants to current processes, what are they, why are they necessary and how will they be implemented?

(3) The Offeror shall show a depth of knowledge and understanding of applicable Government Procurement regulations and policies. At a minimum, the Offeror shall address:

- What procedures will the Offeror put in place to ensure that all Procurement Services are provided in accordance with applicable regulations and policies?
- How will the Offeror address changes in regulations or policies that impact processes or procedures used to provide Procurement Services?

(e) TA-5: Information Technology (IT) Support Services: The Offeror shall respond to the following:

(1) The Offeror shall demonstrate a comprehensive approach to providing and managing the Information Technology (IT) systems and applications required for performing NSSC services. At a minimum, the Offeror shall address:

- How does the Offeror's approach display an understanding of the information technology systems and applications used to support the NSSC; the interrelationships, if any, between systems; and the functionality of the systems and applications in supporting the NSSC?

- What methods will the Offeror employ to ensure that systems and applications are well maintained, operationally available and well documented?
- (2) The Offeror shall demonstrate a robust knowledge of IT Security and the effectiveness of the Offeror's approach to implementing an IT Security program. At a minimum, the Offeror shall address:
- What is the Offeror's approach to IT Security Management and how will this approach be incorporated into the IT Security Management Plan (DRD 2.7-1) that will be submitted following award?
 - How will the Offeror ensure that IT Security incidents or intrusions are prevented, mitigated, reported and analyzed in a timely manner?
- (3) The Offeror shall demonstrate the ability to develop new systems or applications; enhance existing systems or applications; and plan for end of life retirement and replacement of systems and applications. At a minimum, the Offeror shall address:
- What are the Offeror's processes related to the development of new systems or applications and making minor or major enhancements to existing systems and applications?
 - How will the Offeror plan for end of life retirement and replacement of systems in a timely, cost effective manner with little or no disruption to NSSC services?
- (4) The Offeror shall show a depth of knowledge and understanding of applicable Government IT governance, regulations and policies as well as the Offeror's approach to implementing ITIL and CMMI-DEV goals and practices. At a minimum, the Offeror shall address:
- What procedures will the Offeror put in place to ensure that all IT services are provided in accordance with applicable regulations, policies and governance?
 - How will the Offeror address changes in regulations, policies or governance that impact processes or procedures used to provide IT services?
 - How will the Offeror implement ITIL and CMMI-DEV goals and practices?
- (f) TA-6: Cross-cutting Support Services: The Offeror shall respond to the following:
- (1) The Offeror shall demonstrate its knowledge and capability to operate and manage a Customer Contact Center that supports multiple lines of business and services. At a minimum, the Offeror shall address:

- What methodologies will the Offeror employ to increase first contact resolution and Tier 0 self-help?
 - How will the Offeror utilize contact data analysis to develop knowledge articles and predict and prepare for timeframes when contact volume may significantly increase?
- (2) The Offeror shall provide an effective approach to providing document imaging and electronic data management support across multiple lines of business and services. At a minimum, the Offeror shall address:
- What is the Offeror's understanding of and approach for implementing the NSSC's existing Document Imaging and electronic data management processes?
 - How will the Offeror ensure that processes and procedures are well documented and updated as changes occur?
- (3) The Offeror shall show a depth of knowledge of and ability to use the various systems and applications associated with providing Customer Contact Center and document imaging/electronic data management support across multiple lines of business and services. At a minimum, the Offeror shall address:
- How does the Offeror's approach display an understanding of the systems used for Customer Contact Center and Document Imaging Services; the interrelationships, if any, between systems; and the functionality of the systems in supporting the delivery of NSSC services?
- (g) TA-7: IT Support Services Enterprise Service Desk (ESD): The Offeror shall respond to the following:
- (1) The Offeror's approach shall display knowledge of and the ability to provide incident, service, configuration, change and problem management support to an IT helpdesk that serves a large and diverse customer base. At a minimum, the Offeror shall address:
- How will the Offeror implement a robust and effective Information Technology Service Management (ITSM) program as it relates to IT helpdesk support services?
 - What methodologies will the Offeror employ to increase first contact resolution and Tier 0 self-help?
 - How will the Offeror utilize contact data analysis to develop knowledge articles and predict and prepare for timeframes when contact volume may significantly increase?
- (2) The Offeror shall provide an effective approach for coordinating with multiple NASA IT service providers supported by the NSSC's tier 0/1 helpdesk services. At a minimum, the Offeror shall address:

- How will the Offeror ensure that it maintains good working relations and communications with the NASA IT Service Providers supported by the ESD?
 - What processes will the Offeror employ to increase the “right first time” escalation of incidents to Tier 2 and 3 NASA IT Service Providers?
- (3) The Offeror shall display knowledge of and the ability to effectively utilize Information Technology Service Management (ITSM) tools in providing helpdesk services that serve a large and diverse customer base. At a minimum, the Offeror shall address:
- How does the Offeror’s approach display an understanding of the use of ITSM tools in providing IT Tier 0/1 helpdesk services?
 - How will the Offeror utilize ITSM tools to make the ESD as effective and efficient as possible?
- (h) MA-1 Management Structure: The Offeror shall respond to the following:
- (1) The Offeror shall explain how its organizational structure (corporate and local) and lines of communication within this structure will promote effective and efficient contract performance. At a minimum, the Offeror shall address:
- How will the Offeror’s corporate personnel and corporate reach-back capability assist the local (on-site) personnel and contribute to the overall success of the Contract?
 - How will the planned lines of communication between the Offeror’s corporate office and its local (on-site) management team be structured and how will this contribute to the overall success of the contract?
- (2) The Offeror shall describe the extent of autonomy granted to the onsite program manager to make key business decisions affecting the contract. At a minimum, the Offeror shall address:
- How will the level of autonomy granted to the on-site Program Manager promote effective and efficient contract performance?
 - To what extent will the on-site Program Manager have the autonomous authority to:
 - Reassign staff in response to varying workloads
 - Negotiate contract modifications
 - Execute contract modifications
 - Hire, dismiss, promote, and demote personnel
 - Enter into cooperative initiatives with the Government for things such as training, morale and welfare activities and employee awards and recognition programs

- (3) The Offeror shall explain its approach to customer relations and how it promotes open communication between the Offeror and the Government and a methodology to address feedback on contract performance. At a minimum, the Offeror shall address:
- What forum(s) does the Offeror plan to use to ensure an ongoing and open dialogue with the Government as it relates to all aspects of contract performance?
 - How will the Offeror ensure that communications from its company to external stakeholders and customers represent unified NSSC positions?
- (i) MA-2 Staffing: The Offeror shall respond to the following:
- (1) The Offeror shall explain the proposed approach for retaining personnel (personnel working under the current NSSC contract) including target capture rate (if any) as a percentage of the total workforce; the basis of this rate; and the strategy proposed to recruit and hire incumbents, and how this approach will contribute to successful contract performance. At a minimum, the Offeror shall address:
- How will the Offeror ensure that adequate incumbent personnel are hired to maintain institutional and process knowledge?
 - What is the Offeror's approach to ensuring that the number of incumbent personnel retained represents the most effective and efficient approach to providing NSSC services?
- (2) The Offeror shall describe the extent to which the proposed staffing/skill sets for each service are realistic and reasonable for the services for which they are proposed. At a minimum, the Offeror shall complete solicitation Attachment J-18, *Staffing Profile* and respond to the following:
- How does the staffing profile that the Offeror identified in Attachment J-18, *Staffing Profile* represent the most effective and efficient approach to providing those individual services?
 - What is the Offeror's approach to ensuring that the number of proposed supervisor and management personnel represents a reasonable and efficient span of control?
- (3) The Offeror shall explain the degree to which its key personnel's (contract clause H.3 *Key Personnel*) education, training, experience, availability, and commitment to the contract will ensure contract success. The Government has identified the Program Manager and Service Delivery Manager as key positions. At a minimum, the Offeror shall complete Attachment J-30, *Key Personnel Resume* and provide a signed letter of intent from all proposed key personnel as evidence of each individual's availability and commitment to work at the start and for the duration of the contract and respond to the following:

- What is the rationale for personnel proposed as key personnel in addition to the Program Manager and Service Delivery Manager?
 - How will the collective qualifications of all key personnel contribute to contract success?
- (4) The Offeror shall explain the degree to which the approach for initial and continuous employee training ensures a qualified, multi-skilled workforce capable of cross-utilization and the ability to respond to fluctuating work requirements. At a minimum, the Offeror shall address:
- What is the Offeror’s approach to employee training throughout the life of the contract?
 - How will the Offeror implement a training approach that lends itself to cross-utilization of personnel across one or more services during fluctuating workload requirements?
- (j) MA-3 Employee Compensation Plan: The Offeror shall respond to the following:
- (1) The Offeror shall explain the degree to which the proposed Compensation Plan provides for salaries and fringe benefits for both professional and Service Contract Act (SCA) employees and reflects a sound management approach and understanding of the contract requirements by taking into account differences in skills, the complexity of various disciplines, and job difficulty. At a minimum, the Offeror shall address:
- What are the attributes of the Offeror’s Compensation Plan and how do these attributes contribute to the Offeror’s ability to attract, employ, and retain qualified employees?
Examples of attributes include:

Relocation	Holidays
Recruitment	Special Workweek
Per Diem, Subsistence, and Travel	Overtime Policy
Insurance (Life)	Uncompensated Overtime
Insurance (Health)	Pension Portability
-(Employee/Company Share)	Pay Differentials Policy
Insurance (Dental, Disability, Etc.)	-Shift
Retirement	-Off-site
Reduction-In-Force	Compensatory Leave Policy
Severance Pay	Incentive Plans
Personal Leave	-Suggestion
Sick Leave	-Other
Vacation	Bonus Plan
Training/Education	Employee Morale
 - How does the Offeror intend to address the compensation and benefits it offers to incumbent employees?

- How will the Offeror handle seniority and recognition of seniority if incumbents are hired?
- What approach will the Offeror use to ensure compliance with SCA requirements?
- How will the Offeror use employee awards, career progression and recognition programs to incentivize employee recruitment and retention?

(k) MA-4 Subcontractor Management/Structure: The Offeror shall respond to the following:

(1) The Offeror shall explain how the proposed subcontracting or teaming arrangement provides for an organizational structure that ensures a seamless, effective, and efficient approach to the provision of NSSC services. At a minimum, the Offeror shall address:

- Regarding subcontractors or teaming partners:
 - What are the names of the subcontractors or teaming partners and who are the points-of-contact for each?
 - What is the rationale for entering into the subcontract or teaming arrangement?
 - What is the dollar value and period of performance of the arrangement?
 - In what specific areas of the PWS will the subcontractor or teaming partner be providing services?
 - Are any Temporary Service companies proposed to perform any of the contract requirements? If so, what services within the PWS will they provide and what is the scope of these services?
- How does the expertise of proposed subcontracting or teaming partners integrate with the Offeror's expertise to result in optimal delivery of services?

(2) The Offeror shall explain how the proposed subcontracting or teaming structure mitigates the potential loss of productivity or employee morale that could result from multiple compensation and personnel policies within a single line of business or service area. At a minimum, the Offeror shall address:

- What is the approach to minimize the variance in total compensation and personnel policies between similar positions among subcontractors or teaming partners providing services in the same line of business?
- How will the Offeror address Equal Employment Opportunity (EEO), reasonable accommodation, competition for vacant positions, supervision and accountability and other administrative matters in as uniform a manner as possible?

(l) MA-5 Organizational Conflict of Interest (OCI): The Offeror shall respond to the following:

(1) The Offeror shall explain the degree to which the Offeror's OCI Plan presents an

acceptable approach to removing or mitigating actual or potential conflicts of interest, as defined in FAR part 9.5, that may arise through the performance of the requirements of this contract and an understanding of the restrictions contained in the solicitation's Limitation of Future Contracting clause (H.2). At a minimum, the Offeror shall address:

- How effectively does the Offeror's OCI Plan convey an understanding of OCI principals, potential issues, and types of harm that could result?
- How effective is the Offeror's OCI Plan in identifying, mitigating, resolving, and reporting potential OCI issues?
- Does the Offeror's OCI Plan convey a clear understanding of the restrictions contained in the Limitation of Future Contracting clause (H.2) and why those restrictions are necessary?

(m) MA-6 Phase-in Plan: The Offeror shall respond to the following:

(1) The Offeror shall submit a Contract Phase-in Plan that describes the planned Phase-in team, the team's responsibilities during Phase-in and the methods utilized to assume contract responsibilities. The Offeror shall explain the extent to which the proposed Phase-in Plan ensures a seamless continuation of the services being provided by the NSSC. The Offeror shall identify any potential problems with recommended resolutions and shall clearly identify any action required by the Government or existing Contractor to complete Phase-in. At a minimum, the Offeror shall address:

- What are the key milestones and critical tasks of the Offeror's Phase-in Plan and how/when will these milestones be attained?
- How will the Offeror ensure that any work stoppage or service interruption of the NSSC's services is minimal, particularly related to end of fiscal year activities occurring during the contract award period?

(2) The Offeror shall describe its approach for hiring personnel and transfer of Government property prior to the start of contract performance. At a minimum, the Offeror shall address:

- How will the Offeror ensure all hiring, pre-employment screening, background checks, badging procedures, and any other on-boarding activities are completed prior to the start of contract performance?
- How will the Offeror ensure that the transfer of Government furnished property and equipment is completed prior to the start of contract performance?

(n) SB-1 Small Business Subcontracting: The Offeror shall respond to the following:

(1) Small Business Subcontracting Plan (the Plan) required by the FAR:

- (i) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan with Alternate IP”. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.
- (ii) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

Small Businesses (SB)	35%
Small Disadvantaged Business Concerns (SDB)	5%
Women Owned Small Business Concerns (WOSB)	10%
Historically Black Colleges and Universities (HBCU)/Minority Institutions(MI)	N/A
HUBZone Small Business Concerns (HBZ)	4%
Veteran Owned Small Business Concerns (VOSB)	10%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	3%

- (iii) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include a timeline for meeting these goals and the rationale for it.
- (iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.
- (v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-6 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.
- (vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT

VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

- (vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall provide a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of total contract value and a percent of total planned subcontracts. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M:

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	\$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the “Total Dollars to be Subcontracted” cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18percent.

Note: the “Total Dollars to be Subcontracted” amount in Column C will always be that category divided by itself (100percent if any dollars are subcontracted).

- (2) Commitment to the Small Business Program: The Offeror shall respond to the following
- (i) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered “high technology.” High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.
 - (ii) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
 - (iii) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(End of Provision)

L.21 VOLUME II: PAST PERFORMANCE PROPOSAL INSTRUCTIONS

- (a) The Offeror shall provide a narrative summary of past experience on relevant Government or commercial contracts. The contracts cited must either be active or physically completed no more than three years from the date of issuance of this RFP. The prime Offeror shall reference up to three (3) relevant Government or commercial contracts. At a minimum, the Offeror shall also have its proposed subcontractors submit up to two (2) past performance references when the subcontractor will be awarded over \$3,000,000 of the annual contract value. If no subcontractors meet this threshold, then at a minimum the two subcontractors (unless the contractor is only using a total of one subcontractor) receiving the most subcontracting dollars shall submit past performance references. For relevancy, the Offeror shall consider the size or magnitude, content, services provided and complexity of the contracts or subcontracts as they relate specifically to the RFP requirements and address the following items:
- Contract number, contract title, type of contract, and total original and present final contract value.
 - Customer's name, address and telephone number of both the lead contract and technical personnel (verify telephone numbers provided are current and correct).
 - Date of contract, place(s) of performance and delivery dates or periods of performance.
 - Method of acquisition: Competitive or Noncompetitive.
 - Nature of award: Initial or Follow-on.
 - Magnitude of the work directly accomplished by the Offeror on the relevant contract in relation to the total effort.
 - Relevance of this work to the work that will be performed under this contract and how it is specifically comparable. There shall be discernible links between this discussion and Attachment J-1, *Performance Work Statement*.
 - Any major management or technical problems encountered and how they were overcome. The Offeror shall list any major deviations or waivers to technical requirements that the customer granted.
 - Whether delivery was on time, and if not, the reasons for the delay; adherence to program schedule; incentive performance (if applicable).
 - Average number of personnel on the contract per year and percent of turnover of personnel per year.

- Labor categories utilized to perform the contract.
 - Any records of Occupational Safety and Health Administration (OSHA) citations during the past three years. Records typically include: OSHA logs required by 29 CFR 1904.5(d) including the number of employees and total labor hours at the worksite; calculated OSHA recordable frequency rate; and the North American Industrial Classification (NAICS) Code utilized.
 - Any environmental citations of the Offeror's operations in the past three (3) years. Citation sources include, but are not limited to, Federal, State, and local environmental agencies.
 - Listing of safety and health insurance carriers that have underwritten the Offeror's workers' compensation program or equivalent for the last three (3) years. The list of insurance carriers shall include a point of contact, policy number and phone number. To aid proposal evaluators in verifying statements of past safety and health performance, the Offeror shall authorize listed insurance carriers to respond to inquiries from the Government.
- (b) List any Government contracts terminated (partial or complete) within the past three (3) years and the basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating Contracting Officer. Include contracts that were de-scoped by the customer because of performance or cost problems.
- (c) The Government may contact organizations for which the Offeror has previously performed work in order to obtain information on the Offeror's performance. In order to facilitate these checks, when completing the forms identified below, the Offeror shall provide supply the name, address, telephone numbers, and e-mail addresses of the customer's technical managers and contracting officials most familiar with the contract for which the data is being provided. Offerors shall ensure that phone numbers and e-mail addresses provided for references are current and correct.
- (d) List any U.S. Government Accountability Office (GAO) or Agency Inspector General (IG) audit reports and those decisions and/or findings, within the last three (3) years.
- (e) In accordance with FAR 15.305(a)(2), *Past performance evaluation*, an Offeror may submit additional information, at its discretion, if the Offeror considers such information necessary to establish a record of relevant performance. The Past Performance evaluation will be based on information provided by Offerors in its proposal, as well as any other information that the Government obtains independently.
- (f) The Offeror shall provide Attachment J-29, *Past Performance Questionnaire* for each contract reference identified in Paragraph (a) above. The Past Performance Questionnaire shall be used to solicit assessments of the Offeror's performance from previous or current customers. The Offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer in a sealed envelope or e-mail (preferred method) as

stated on the questionnaire. The Offeror shall include in its proposal a list of individuals to whom the questionnaires were sent, including name, current and verified phone number, organization, e-mail address, and contract number. The questionnaire shall be returned to the Contracting Officer no later than the time and date specified in Table L-2, *Proposal Due Date and Time*.

(End of Provision)

L.22 VOLUME III: PRICE PROPOSAL INSTRUCTIONS

(a) **Introduction (P-1):** To ensure that the Government is able to perform a fair assessment of proposed pricing, each Offeror is required to submit a price volume that is suitable for evaluation; Certified cost or pricing data is not required. A price volume that is suitable for evaluation shall:

- Account for all resources necessary to complete requirements of this RFP and include all necessary supporting rationale
- Provide traceability to the management and staffing approaches proposed in Volume I, *Mission Suitability*
- Explain in detail all pricing assumptions and estimating techniques
- Reflect evolving Federal, Agency, and Center policies, standards, and regulations
- Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) provisions
- Include all templates required by the RFP

The Offeror’s price proposal shall be submitted in one volume labeled “Volume III, *Price Proposal*” and organized by section as follows:

TABLE L-4 PRICE VOLUME ORGANIZATION	
Section	Title
P-1	Narrative - Introduction
P-1A	Narrative - Pricing Assumptions & Estimating Techniques
P-1B	Narrative – Financial Capability
P-1C	Narrative - Other Information
P-2	Excel Pricing Model
	CD-R Containing Excel Pricing Model

(b) **Pricing Assumptions & Estimating Techniques (P-1A):** In this section of the narrative, the Offeror shall explain all the pricing assumptions and estimating techniques that it used to develop the pricing for the Phase-in price, fully burdened labor rates and the transactional rates. The proposal shall disclose the rates, ratios, percentages, and factors in sufficient detail to facilitate the Government’s understanding and ability to mathematically verify these estimating tools. These include annual escalation rates and any productivity factors used in the transactional rates. The Offeror shall explain the price

analysis it performed on the subcontractor proposals to establish reasonableness and shall include the results of these analyses in the price proposal. If desired, subcontractors can submit their price proposals directly to the Government. If the Offeror's cognizant Government audit agency has reviewed the Offeror's rates and factors, a copy of the audit report of forward pricing rate agreement shall be provided.

In the Excel Pricing Model, the Government used 1,880 productive labor hours for price evaluation purposes only. In this narrative section, the Offeror shall identify the total number of productive labor hours that equate to the Offeror's work year equivalents (WYE) along with the methodology used to calculate that figure. Total productive labor hours that comprise a WYE generally range between 1,840-1,880 hours.

- (c) **Financial Capability (P-1B)**: In this section of the narrative, the Offeror shall provide a copy of its audited financial statements and accompanying notes for the last two (2) fiscal years. In addition, the Offeror shall provide information documenting the amount of established and/or available credit, the financial institution extending the line and the dollar amount (if any) presently in use. At the Offeror's discretion, additional information demonstrating the Offeror's financial capability to perform this contract may be included. This information shall also be provided for any subcontractor to be awarded over \$3,000,000 of the annual contract value. If no subcontractors meet this threshold, the two (2) subcontractors (unless the contractor is only using a total of one subcontractor) receiving the most subcontracting dollars shall submit the same information as the Offeror is required to submit in this provision.
- (d) **Other Information (P-1C)**: In the narrative section of this volume, the Offeror shall provide the following information relative to contract administration:
- A statement as to whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.
 - The date of acceptance/approval for each system and the cognizant contract administration office.
 - An explanation of any existing conditional acceptances/approvals and the compliance status of any system(s) for which acceptance or approval is currently withheld.
 - The cognizant Government audit agency with mailing address, e-mail address, telephone number, and fax number.
 - The cognizant Government Administrative Contracting Officer by name with mailing address, e-mail address, telephone number, and fax number.
- (e) **Excel Pricing Model (P-2)**: The Government intends to use Microsoft Excel 2010 on a personal computer running Microsoft Windows 7 to aid in the evaluation of the Price volume. In addition to the hardcopy requirements of Provision L.19, *Proposal Preparation Instructions (General)*, each Offeror is required to submit its Excel Pricing Model and any other electronic cost data, including formulas, on a CD-R. The

files/workbooks shall not be password protected nor contain macros or hidden cells. Formulas or worksheets shall not be linked to any files not included on the CD-R. Each CD-R shall have an external label affixed indicating the:

- Name of the Offeror
- Solicitation number
- File/Workbook Names

- (f) **Excel Pricing Model Instructions (P-2A):** The worksheet entitled “Instructions” in the Excel Pricing Model contains detailed cell by cell instructions for completing each worksheet in the model. Offerors shall strictly follow these instructions when entering data into the worksheets. Worksheet Tabs that are highlighted in GREEN require data entry. Worksheet Tabs highlighted in YELLOW do not require any data entry. Worksheet Cells highlighted in GREEN require data entry. Worksheet Cells highlighted in YELLOW do not require data entry.
- (g) **Transaction Band Prices (P-2B):** The worksheet entitled “Transaction Band Prices” in the Excel Pricing Model does not require any data entries. The transaction rates for each Band and each year of the contract are populated automatically as the offeror completes the services worksheets. The Transaction Band Prices will be incorporated into Contract Attachment J-13, *Labor and Transaction Rates* after award.
- (h) **Level of Effort Labor Rates (P-2C):** The worksheet entitled “LOE Labor Rates” in the Excel Pricing Model requires the Offeror to populate the fully burdened labor rate for each labor category for each contract year. This worksheet must be completed first. As the fully burdened labor rates are entered, they will flow to the LoE service worksheets that are pre-populated with Government estimates for labor categories, hours and ODCs. The LoE Labor Rates will be incorporated into Contract Attachment J-13, *Labor and Transaction Rates* after award. The Offeror shall only enter pricing data into the green highlighted cells. Detailed, cell by cell instructions for completing the Phase-in Price Worksheet are provided in the Instructions Tab of the Excel Pricing Model.
- (i) **Phase-in Price Development Worksheet (P-2D):** This worksheet is used to capture the proposed price for all phase-in activities that will occur during the 60-day phase-in period. The Offeror shall only enter pricing data into the green highlighted cells. For Phase-in pricing, Offerors shall use productive labor hours (see Paragraph (b), *Pricing Assumptions & Estimating Techniques* above). Detailed, cell by cell instructions for completing the Phase-in Price Worksheet are provided in the Instructions Tab of the Excel Pricing Model.
- (j) **Performance Work Statement (PWS) Worksheets (P-2E):** These worksheets are used to capture the proposed price for providing the services set forth in the PWS (worksheets 2.0 through 3.9.1). The Offeror shall only enter pricing data into the green highlighted cells. Detailed, cell by cell instructions for completing the PWS Price Worksheets are provided in the Instructions Tab of the Excel Pricing Model.
- (k) **Stennis Space Center Department of Labor (DoL) Non-exempt Labor Rates (P-2F):**

This worksheet is used to verify that the offeror's hourly labor rates and hourly fringe benefit rates for non-exempt labor categories meet the minimums contained in the DoL Wage Determinations for Hancock County, MS and Madison County, AL contained in RFP Attachment J-5, *DoL Wage Determinations*. Detailed, cell by cell instructions for completing the DoL Worksheets are provided in the Instructions Tab of the Excel Pricing Model.

- (1) **Marshall Space Flight Center Department of Labor (DoL) Non-exempt Labor Rates (P-2G)**: This worksheet is used to verify that the offeror's hourly labor rates and hourly fringe benefit rates for non-exempt labor categories meet the minimums contained in the DoL Wage Determinations for Hancock County, MS and Madison County, AL contained in RFP Attachment J-5, *DoL Wage Determinations*. Detailed, cell by cell instructions for completing the DoL Worksheets are provided in the Instructions Tab of the Excel Pricing Model.

L.23 VOLUME IV: MODEL CONTRACT INSTRUCTIONS

The Offeror shall sign and submit one original and one copy of signed SF 33 along with two (2) copies of the completed model contract. Within the model contract, the Contractor shall complete the following items:

TABLE L-5 MODEL CONTRACT INSTRUCTIONS		
SEC.	TITLE	ITEMS TO COMPLETE
A (SF 33)	Solicitation, Offer and Award	Blocks 13 - 18
B.8	Other Direct Costs	Paragraph (c) (If applicable)
H.3	Key Personnel and Facilities	Table H-1 Key Personnel
I.6	52.219-28 Post-Award Small Business Program Rerepresentation	Paragraph (g) (If applicable)
K.2	52.204-8, Annual Representations and Certifications	Paragraph (b), Section (2) Paragraph (d) (If applicable)
K.3	52.209-7, Information Regarding Responsibility Matters	Paragraph (a), Section (2),
K.5	52.230-1, Cost Accounting Standards Notices and Certifications	Paragraph (I), Section (c) Paragraph (II) Paragraph (III)
K.6	52.230-7, Proposal Disclosure – Cost Accounting Practice Changes	Paragraph (a)
K.8	1852-209.74 Certification By Offerors Regarding Federal Income Tax Filing and	Paragraph (b)

	Federal Income Tax Violations	
K.9	1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law	Paragraph (b), Section (1) & (2)
K.11	1852.225-73 Information Technology Systems from Entities Owned, Directed or Subsidized by the People’s Republic of China	Paragraph (d) (If applicable)
Att. J-18	Staffing Profile	Please follow instructions found on the “Instructions” worksheet of the Staffing Profile workbook.
Att. J-28	Price Template	Please follow instructions found on the “Instructions” worksheet of the Price Template workbook.
Att. J-29	Past Performance Questionnaire	Please follow instructions found in L.21 Volume II: Past Performance Proposal, (f)
Att. J-30	Key Personnel Resume	Please follow instructions found in L.20 Volume I: Mission Suitability Proposal Instructions, (i)(3)

(End of Provision)

L.24 BACKGROUND AND HISTORICAL INFORMATION

TABLE L-6 HISTORICAL INFORMATION – NSSC SERVICE PROVIDER CONTRACT					
Contract No.	Contractor	Period of Performance	Contract Value	Type of Contract	WYEs
NNX05AA01C/ NNX11AA02C	Computer Sciences Corporation (CSC)	10/01/2005 thru 08/31/2015	\$362,152,132	CPAF	400 (approx.)

TABLE L-7 CURRENT SUBCONTRACTORS ON NSSC SERVICE PROVIDER CONTRACT	
Arcata	MEI Technologies
Arctic Slope Consulting Services (ASCS)	SaiTech, Inc.
AI Signal Research Inc. (ASRI)	Stinger Chaffarian Technologies (SGT)
Lockheed Martin	Tessada & Associates, Inc.
LUSA Associates	TriStar Engineering, Inc.

- (a) NASA consolidated select business and technical services that were previously performed across the Agency into a single Shared Services Center to increase operational efficiency and improve overall customer service. The primary services provided by the NSSC are in Finance, Human Resources, Procurement, Information Technology and Agency Business Services. The consolidation began in March 2005, with the award of the current NSSC SP contract that was the result of an Office of Management and Budget (OMB) Circular A-76 (Performance of Commercial Activities) competition. The A-76 competition resulted in a contract award to Computer Sciences Corporation (CSC). This Contract (NNX11AA02C) is the current instrument for the NSSC Service Provider support requirement and is the only predecessor to the planned subject contract. NNX11AA02C is a cost-plus-award-fee contract with a five-year base period and five one-year option periods.
- (b) It should be noted that Contract NNX11AA02C was originally awarded with the contract number NNX05AA01C; however, due to constraints in the functionality of the SAP Core Financial system regarding the number of allowable contract line item numbers, a new contract (and contract number) had to be created in CMM and SAP. This was done purely for the administrative management of the contract and did not change any of the contract terms or conditions.

(End of Provision)

L.25 AVAILABILITY OF DOCUMENTS

- (a) An electronic library has been established in an effort to assist with proposal development. The library contains historical and other information that may be useful in developing Offeror's Mission Suitability, Past Performance, and Price volumes.
- (b) The electronic library can be found at https://www.nssc.nasa.gov/sp_recompete under the "quick links" section.
- (c) This library will be updated as documents are identified for posting in an effort to assist with proposal development. Updates to the electronic library will cease upon release of the formal RFP, at which time all further updates to the library will be handled as formal solicitation amendments.

(End of Provision)

L.26 SUMMARY OF EXCEPTIONS

- (a) The Offeror shall include a statement of acceptance of the anticipated contract terms and conditions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of the solicitation at the beginning of the submitted volume I

(Mission Suitability). The Offeror shall list the basis for each exception and shall include a proposal reference identifying the location of the exception(s). This list of exceptions shall include both “business” and “technical” exceptions, as applicable.

- (b) The Offeror shall include any new terms, conditions or clauses that the Offeror is proposing which it believes will benefit the Government. The Offeror shall discuss the benefit to the Government in Volume I, II, III, or IV, as appropriate.
- (c) Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70); may preclude award to an Offeror if award is made without discussions; or may otherwise affect an Offeror’s competitive standing.

(End of Provision)

[End of Section]